

So Ordered.

Signed this 19 day of June, 2019.



Robert E. Littlefield, Jr.
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

In Re:
John W Tedford, Jr.,

Debtor,

CONDITIONAL ORDER

Case No.: 18-11554-rel
(Chapter 13)

Rushmore Loan Management Services, LLC as servicing agent for Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Carlsbad Funding Mortgage Trust, ("Secured Creditor") having moved this Court for an Order terminating the automatic stay as to Secured Creditor's interest in the premises commonly known as 889 Muitzeskill Road, Schodack, NY 12156 ("Mortgaged Premises") of which Debtor is the record owner, and

This default motion having been brought by the Secured Creditor and papers having been submitted by Gross Polowy, LLC, attorneys for Secured Creditor, in support of this motion, and, Michael Jude O'Conner, Esq. counsel for the Debtor, and the terms of this Conditional Order having been negotiated by and between the counsel for the Debtor and counsel for Secured Creditor, and due deliberation having been had, now

Upon Reading and Filing of the Notice of Motion, the Application of Secured Creditor dated the Twelfth day of March, 2019, and proof of service upon all necessary parties, upon motion of Gross Polowy, LLC, and all parties having agreed that the Debtor is in default for the monthly post-petition payments due April 1, 2019 through and including May 1, 2019 each in the amount of \$1,946.36, Attorney fees in the amount of \$550.00, Attorney costs in the amount of \$181.00, and that the Debtors are entitled to a credit in the amount of \$400.00 held in Debtor's suspense account, thereby resulting in a total due in the sum of \$4,223.72 (the "Total Dues"); and it is further

ORDERED, that the Debtor pay on or before June 15, 2019 to Secured Creditor at P.O. Box 52708, Irvine, CA 92619-2708, the sum of \$703.95 which is to be applied to the Total Dues; and it is further

ORDERED, that the Debtor pay on or before July 15, 2019 the sum of \$703.95 which is to be applied to the Total Dues; and it is further

ORDERED, that the Debtor pay on or before August 15, 2019 the sum of \$703.95 which is to be applied to the Total Dues; and it is further

ORDERED, that the Debtor pay on or before September 15, 2019 the sum of \$703.95 which is to be applied to the Total Dues; and it is further

ORDERED, that the Debtor pay on or before October 15, 2019 the sum of \$703.95 which is to be applied to the Total Dues; and it is further

ORDERED, that the Debtor pay on or before November 15, 2019 the sum of \$703.97 which is to be applied to the Total Dues; and it is further

ORDERED, that the Debtor pay all future monthly mortgage installments, to Secured Creditor, as they become due, commencing with the installment payable on June 1, 2019, time being of the essence, with a default being deemed to have occurred in the event that any monthly mortgage payment is not received within fifteen (15) days of the date in which it is due; and it is further

ORDERED, that should the Debtor default in making any of the payments specified above, the Attorney for the Secured Creditor shall send a Notice of Default to the Debtor and the Attorney for the Debtor which shall outline the amount of the default and provide the Debtor ten (10) days to cure such default, and if the Debtor fails to cure the default, the Secured Creditor may submit an Ex-parte Order and final Order lifting the stay to the Court, and it is further

ORDERED, that Secured Creditor shall only send the aforementioned Notice of Default for each of the first three (3) instances of default and that upon a fourth (4th) instance of default, the Secured Creditor may submit an Ex-parte Order and final Order lifting the stay to the Court without providing the above-mentioned notice or any notice whatsoever.

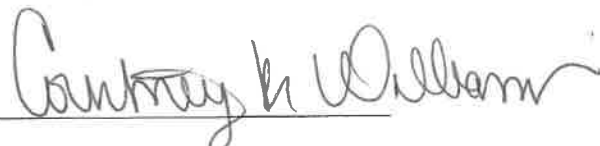
Signature lines for the attorneys:

Attorney for Debtor

A handwritten signature in dark ink, appearing to read "Michael Jude O'Conner", written over a horizontal line.

MICHAEL JUDE O'CONNER, Esq.

Attorney for Secured Creditor

A handwritten signature in dark ink, appearing to read "Courtney R Williams", written over a horizontal line.

COURTNEY R WILLIAMS, Esq.

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